

Eastern Allamakee CSD

Eastern Allamakee EA

7/1/2006 6/30/2009

COPY

AGREEMENT BETWEEN  
EASTERN ALLAMAKEE COMMUNITY SCHOOL DISTRICT  
AND  
EASTERN ALLAMAKEE EDUCATION ASSOCIATION  
**2006-07, 2007-08 & 2008-09**

## TABLE OF CONTENTS

	PAGE
ARTICLE I PREAMBLE	1
ARTICLE II RECOGNITION	2
ARTICLE III PRECEDURE FOR NEGOTIATIONS	3
ARTICLE IV GRIEVANCE PROCEDURE	4
ARTICLE V REDUCTION AND REALIGNMENT OF STAFF	9
ARTICLE VI EVALUATION PROCEDURES	13
ARTICLE VII DUES DEDUCTION	16
ARTICLE VIII HEALTH PROVISIONS	18
ARTICLE IX HOURS	19
ARTICLE X SICK LEAVE	21
ARTICLE XI TEMPORARY LEAVES	22
ARTICLE XII INVOLUNTARY TRANSFER	24
ARTICLE XIII VOLUNTARY TRANSFER	25
ARTICLE XIV WAGES AND SALARIES	26
ARTICLE XV SALARY SCHEDULE	30
ARTICLE XVI SUPPLEMENTAL PAY SCHEDULE	31
ARTICLE XVII AVERAGE PER HOUR, PER DIEM RATES	32
ARTICLE XVIII COMPLIANCE CLAUSE AND DURATION	33
SIGNATURE LINES	34
SIDE LETTER TEACHER QUALITY BILL WAGES	35
SIDE LETTER MENTORING PROGRAM	35

## **ARTICLE I**

### **PREAMBLE**

The School Board of the Eastern Allamakee Community School District, Lansing, Iowa, or its duly authorized representatives, hereinafter referred to as the School Board, and the Eastern Allamakee Education Association, or its duly authorized representatives, hereinafter referred to as the Association, agree to negotiate in good faith. As a result both parties have reached certain understandings which they desire to confirm in this agreement. It is agreed as follows:

## **ARTICLE II**

### **RECOGNITION**

As set forth in the Public Employment Relations Board Certification Instrument (Case No. 356) issued by the Public Employment Relations Board on September 30, 1975, the School Board recognizes the Eastern Allamakee Education Association as the exclusive representative of teachers employed by the School Board of the Eastern Allamakee Community School District, which exclusive representatives shall have those rights and duties prescribed by the P.E.R.A. and as described in the provisions of the Agreement.

The unit described in the above certification is as follows: All full-time and regular part-time professional employees, including classroom teachers, guidance counselors and librarians. The intent of this description is not to limit inclusion of other categories should they occur in the future.

Excluded: Superintendent, director of adult education, athletic director, principals, assistant superintendent, non-professional employees, nurse and all other employees excluded by Section 4 of the Public Relations Act.

### **ARTICLE III**

#### **PROCEDURE FOR NEGOTIATIONS**

In the absence of other agreements, the bargaining process, including time lines pertinent to impasse procedures, mediation, and binding arbitration shall follow those regulations established by Iowa Law and PERB rulings.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

*Section 1. Definition*

- A. A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. An Association grievance shall be signed by the President of the Association. Presentation of the case may be by his/her designee(s).
- B. An "aggrieved person" is the employee, group of employees, or the Association making the grievance.

*Section 2. Purpose*

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. All meetings and hearings under the procedure shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representatives, previously referred to in this Agreement only as is consistent with Chapter 28 A.3 of the Iowa Code.

*Section 3. Employee and Association Rights*

- A. An employee shall be free to adjust individual complaints with the employer without Association representation. However, at no time will an employee be denied Association representation if requested by the grievant. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all formal stages of the grievance procedure.
- B. Every employee covered by this Agreement shall have the right to present grievance in accordance with these procedures. However, when two or more employees covered by this Agreement have individual grievances arising from the same occurrence of event, the President of the Association shall have the right to file the grievance on behalf of the Association in place of the individual grievant. Such Association grievance shall be signed by the President of the Association and may be presented by his/her designee(s).

*Section 4. Time Limits*

- A. The failure of an employee, or the Association to initiate or appeal a grievance to the next level within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school year, it will be processed within a maximum of thirty (30) calendar days. School days, for the purpose of the grievance procedures, shall mean those consecutive contract days of employment of each individual employee. The time limits, however, may be extended by mutual agreement.

- B. Computation of Time: In computing any period of time prescribed as calendar days, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
- C. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period or the signature of the School Board or designee on the written grievance procedure.
- D. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with, or interruption whatsoever, of the instructional program and related work activities of the grievant.

#### Section 5. Informal Grievance Resolution

- A. An attempt shall be made to resolve any grievance in informal verbal discussion between grievant and his or her immediate supervisor or principal. The grievant shall not be denied to have Association representation.

#### Section 6. Formal Grievance Resolution

- A. Level One: Principal  
If the grievance cannot be resolved informally, the grievant shall file the grievance in writing in the form of Grievance Report Form "A", attached here to, and at a mutually agreeable time, discuss the matter with their immediate supervisor or principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of this agreement, and shall state the remedy requested. The filing of the formal, written grievance at this step must be within the fifteen (15) school days from the date of the occurrence or event giving rise to the grievance. The principal or his designee shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within seven (7) school days after receipt of the grievance. The employee shall acknowledge receipt of a copy of the written decision of the principal or his designee on the grievance report form by the employee's signature.
- B. Level Two: Superintendent  
In the event the grievance has not been satisfactorily resolved at the first step, the grievant shall file, within five (5) school days of the employee's receipt of the principal's or his designee's written decision at the first step, a copy of the grievance with the superintendent. Within seven (7) school days after such written grievance is filed, the grievant and the superintendent, or his designee, shall meet to attempt to resolve the grievance. If the grievance is not satisfactorily resolved by such a meeting, the superintendent or his designee shall make a decision on the grievance and communicate it in writing to the employee and the principal, or his designee, within seven (7) school days of the second step grievance meeting. The employee shall acknowledge receipt of a copy of the written decision of the superintendent, or his designee, on the grievance report form by the employee's signature.



C. Level Three: Arbitration

If the grievance is not resolved at step two, there shall be available a third step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grievant to the superintendent, within fifteen (15) school days of the receipt of step two written decision of the superintendent, to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days after said request is made. If the two parties fail to reach agreement on an arbitrator within seven (7) school days, the American Arbitration Association will be requested to provide a panel of five (5) arbitrators.

Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. Who strikes the first name shall be determined by the flip of a coin. The unstruck name shall be the Arbitrator. The decision of the Arbitrator will be binding on the parties. The arbitrator's fees and expenses shall be borne equally by the Employer and the Association. Any other cost of expense of Arbitration of a grievance shall be borne by the party incurring the same.

The Arbitrator, in issuing this opinion, shall not amend, modify, nullify, ignore, or add to the provision of this agreement.

*Section 7. Nullification of a Grievance*

If the Association or any employee files any claim or complaint on any form other than under the grievance procedures of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

*Section 8. Year End Unresolved Grievance*

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or within a maximum of thirty (30) calendar days thereafter.

*Section 9. Grievant Protection*

No reprisals of any kind will be taken by the Board or the school administration against any teacher because of his or her participation in this grievance procedure.

*Section 10. Personnel Files*

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**FORM A**  
**GRIEVANCE REPORT**

# \_\_\_\_\_

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
School District

\_\_\_\_\_  
Building

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

\_\_\_\_\_  
Named of Aggrieved Person

\*\*\*\*\*

**FIRST STEP**

A. Date of Violation Occurrence: \_\_\_\_\_

B. Section(s) of Contract Violated: \_\_\_\_\_

C. Statement of Grievance\*: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Relief Sought\*: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or  
Immediate Supervisor

\_\_\_\_\_  
Date

\*If additional space is needed, attach additional sheets.

**SECOND STEP**

\_\_\_\_\_  
Signature of Aggrieved Person

\_\_\_\_\_  
Date Received by Superintendent

Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

\*\*\*\*\*

**THIRD STEP**

A. \_\_\_\_\_  
Signature of Aggrieved Person

\_\_\_\_\_  
Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitration

\_\_\_\_\_  
Date Received by Arbitrator

## ARTICLE V

### REDUCTION AND REALIGNMENT OF STAFF

#### Section 1. Coverage

All employees as certified by the Iowa Public Employment Relations Board Case #356 of September 30, 1975.

#### Section 2. Reduction of Staff

Reduction of staff in elementary grades K-6, including Special Education, Remedial Reading, and Learning Disabilities shall be systemwide. The instructor of the position being reduced shall have the right to the position of the least senior employee for whose position they are endorsed.

Reduction in staff will be implemented by subject area, grades 7-12. Subject areas shall be defined as: Language Arts, Math, Science, Social Studies, Physical Education, Industrial Arts, Home Economics, Foreign Language, Art, Music, Librarian, Counselor, Speech-Drama, Business Education, Learning Disabilities, Chapter I, and Special Education. When an employee crosses disciplines, he/she shall be considered in the area where the majority of his/her assignment is. An employee who is being reduced will have the right to displace the least senior employee in their subject area, provided they are endorsed to teach the courses involved, and have previous teaching experience in that area in the Eastern Allamakee Community School District. Should an employee be reassigned in another subject area, years of experience in the previous subject area shall be retained. A categorization of the classes now offered and what subject area they fall under is attached hereto, marked exhibit "A" and by this reference made a part hereof.

#### Section 3. Annual Review

Annually the administration shall inform each teacher, at the beginning of the school year, of the total number of seniority points earned, and in what areas the teacher is endorsed. Employees who feel their seniority points or endorsement(s) are incorrect can seek correction of any errors.

#### Section 4. Seniority Points

Seniority points will be determined by the following procedures:

- A. Experience: Five (5) points for each full year in EACS. When teaching in EACS has been on a part-time basis, part-time will accumulate on a pro-rata basis but will be counted only on a full-semester basis. Teacher experience prior to an interruption of five years or more shall not be counted.
- B. Teaching experience, full time, in other districts may be accumulated at the rate of one (1) point per year, up to a maximum of five (5) years. Experience in other districts prior to an interruption of service of five years or more shall not be counted.
- C. Training: Five (5) points will be allowed for each training level or lane on the salary schedule the employee has reached.

*Section 5. Recall*

It will be the responsibility of the employee to keep the Board Secretary informed of a current mailing address and phone number by 15 August of each year and prior to any change of address or phone number during subsequent three years. Failure to do so will cause the employee to forfeit recall rights. The employee must respond affirmatively within 20 days of the date the recall notice was mailed by registered letter to the individual employee. Failure to respond affirmatively will result in the name being removed from the recall list. All correspondence between the district and the employee shall be done by registered letter.

*Section 6. Notice of Reduction*

- A. The administration shall provide written notice of staff reduction to each affected employee no later than the date established by Section 279.15, Code of Iowa. Such notice shall include reasons for such actions.
- B. Final written notice of an employee's layoff shall be given to affected employees not later than 45 days after the date established by Section 279.15, Code of Iowa, unless an extension is requested and mutually agreed to.

## EXHIBIT A

Letter of Understanding:

The following is a categorization of courses applicable to Article V of this contract.

### LANGUAGE ARTS

English I  
English II  
English III  
Communication Enrich.  
Elements of Writing  
Fundamentals of Speech  
College Composition  
Intro to Literature  
Journalism/Desktop Publ.  
(Added Titles)

### MATH

Math 7  
Math 8  
Pre-Algebra  
Algebra I  
Algebra II  
Consumer Math  
Geometry  
Pre-Calculus  
Calculus  
(Added Titles)

### SCIENCE

Science 7 (Life)  
Science 8 (Earth)  
Physical Science  
Biology  
Adv Biology  
Chemistry  
College Chemistry  
Physics  
Anatomy & Physiology  
(Added Titles)

### PHYSICAL EDUCATION

PE 7  
PE 8  
Health 8  
Health  
Personal Fitness  
Leisure Activities  
Team Sports  
Performance  
Enhancement  
(Added Titles)

### INDUSTRIAL ARTS

Exploratory 8  
Industrial Tech I  
CAD  
Power Tech  
G.T. Arc Welding  
Construction  
(Added Titles)

### FAMILY & CON EDUC

Exploratory 7  
Foods  
Hospitality  
Ind. Living  
Child Development  
(Added Titles)

### SOCIAL STUDIES

Social Studies 7  
Social Studies 8  
Sociology  
U.S. History  
Government  
Economics  
World History  
Psychology  
Current Issues  
Geography  
The Great Wars  
(Added Titles)

### FOREIGN LANGUAGE

Spanish I  
Spanish II  
Spanish III  
Spanish IV  
Exploratory 7  
Exploratory 8  
(Added Titles)

### ART

Exploratory 8  
Basic Art  
Drawing  
2D Art  
3D Art  
Photography  
Adv. Art  
(Added Titles)

### MUSIC

M.S. Vocal  
H.S. Vocal  
M.S. Band  
H.S. Band  
Music Theory  
(Added Titles)

### LIBRARIAN

### COUNSELOR

### BUSINESS EDUCATION

Computer Applications  
Keyboarding  
Accounting I  
Accounting II  
Business Principles  
(Added Titles)

### LEARNING DISABILITIES

### SPECIAL EDUCATION

### DRIVER'S EDUCATION

Letter of Understanding (continued)

**ELEMENTARY CATEGORIES**

K - 6

TITLE I READING

TITLE I MATH

TALENTED & GIFTED

GUIDANCE COUNSELOR

PHYSICAL EDUCATION

MUSIC

BAND -5<sup>TH</sup>

ART

## ARTICLE VI

### EVALUATION PROCEDURES

#### Section 1. Form and Time Lines:

Within the first two weeks of the school year, an appropriate administrator shall acquaint each employee with the Iowa Teaching Standards, criteria, evaluation procedures, and instruments. Each employee shall be advised as to the designated administrator who will observe and evaluate his/her performance. No teacher shall be evaluated without his/her consent until such orientation has been completed and two (2) weeks of school has elapsed, nor shall such evaluation take place within the last two (2) weeks of the school year.

#### Section 2. Notification

All administrative evaluators will individually be responsible for notification of employees he/she will evaluate.

#### Section 3. Definitions

1. Probationary Teachers: Any teacher in their first three years of employment in the district or a teacher in their fourth year of employment with the district where there is mutual agreement between the district and the teacher for a fourth year of probation. In addition, a probationary teacher may also be one who has completed a probationary period in another school district in Iowa and who serves only one year of probation in the Eastern Allamakee Community School District.
2. Beginning Teachers: Teachers who hold an initial teaching license as issued by the Board of Educational Examiners.
3. Career Teachers: Teachers who hold a standard teaching license as issued by the Board of Educational Examiners.
4. Itinerant Teachers: Teachers who teach in more than one building in the district.

#### Section 4. Itinerant Teacher

Itinerant teachers will be evaluated by an appropriate administrative evaluator at the level where the majority of the teaching assignment occurs.

#### Section 5. Beginning Teachers

Beginning teachers in their first or second year in the profession and who hold an initial license shall be evaluated as provided by state statute. Beginning teachers shall have a summative conference at the end of their first year and a comprehensive review at the end of their second year.

#### Section 6. Career Teachers

Career teachers are those teachers who hold a standard teaching license. Career teachers who are on probationary status with the district shall be formally evaluated at least three (3) times during each school year by an appropriate administrator.

All other career teachers shall be observed and evaluated on a three-year rotation for a performance review.



*Section 7. Development of Plans*

Teachers who will be working individually on an individual career development plan will meet with their administrator to review, refine and finalize their plan by October 1. Individuals who are designing a multiple year plan and groups of staff who will be developing a common plan for multiple years will meet with the administrator by November 1 to review, refine and finalize their plan. The plan must address the district's comprehensive school improvement plan (CSIP) and be linked to the Iowa Teaching Standards.

Changes to the plans(s) can be made at any time. The teacher and administrator shall sign and date the changes.

Prior to May 15, there shall be an annual conference with the teacher or groups of staff to receive a progress report on their individual or group career development plan.

*Section 8. Knowledge of Observation*

All observations of an employee shall be conducted with the full knowledge of the employee. On the first evaluation the employee shall be notified one (1) day in advance; on other evaluations he/she may be notified in advance.

*Section 9. Written Form*

The appropriate administrative evaluator shall evaluate each employee formally in writing.

*Section 10. Copy*

A copy of each formal written evaluation shall be given to the employee, and a conference shall be held between the employee and the appropriate administrative evaluator within five (5) school days following the classroom observation.

*Section 11. Employee Additions*

If the employee feels his/her formal written evaluation is incomplete or inaccurate, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

*Section 12. Improvement Plans*

If the administrative evaluator indicates that the teacher is not meeting the expectations of the Iowa Teaching Standards, those standards not being met must be identified and the information and evidence used to make this decision shall be provided to the teacher. An improvement plan will be determined between the administrative evaluator and the teacher. After the improvement plan has been completed, the administrative evaluator shall make one of these determinations: 1) concern resolved, and the teacher returns to the individual career development plan or 2) concern is not resolved, and the teacher moves to an intensive assistance plan. An improvement plan shall not last longer than one school year.

If an intensive assistance plan is deemed necessary, the administrative evaluator shall make one of these determinations at its conclusion: 1) concern resolved, and the teacher returns to the individual career development plan or 2) non-renewal of the teacher's contract will be recommended to the superintendent.

Upon return to the individual career development plan after an improvement plan and/or an

intensive assistance plan, re-evaluation shall be accorded to the employee in compliance with the procedures of this Article.

*Section 13. Procedural Applications*

This procedure shall be the sole and only procedure used to evaluate an employee's classroom performance. This procedure shall be the procedure that is used to evaluate all bargaining unit employees under all job classifications in the school district. This includes all supplemental pay classifications and extra duty assignments.

*Section 14. Grievance Procedures for Evaluations*

All employee evaluations are to accurately reflect the performance of the teacher. An employee who has been evaluated has the immediate right to grieve evaluations as allowed by the Code of Iowa. Evaluation criteria and standards of performance adopted by the Board shall not be subject to the grievance procedure. The receipt of the written evaluation by the employee shall be the event that begins the grievance timelines according to the grievance procedure of the Agreement. The employee or the Association as the employee's representative may challenge the evaluation under the grievance procedure.

**ARTICLE VII**  
**DUES DEDUCTION**

*Section 1. Authorization*

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment form authorizing payroll deduction of regular United Teaching Professional dues. The form of the assignment is attached hereto as Form "B". The Association has the responsibility for collecting dues authorization forms and providing an alphabetical list of employees for whom dues are to be deducted indicating the amount to be deducted. These forms and the above mentioned list are to be presented to the business office by September 10 of each year.

*Section 2. Regular Deductions*

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12th) of total dues from the regular salary check of the employee each month for twelve (12) months beginning in September and ending in August of each year. New employees who start after September 10 may have their dues deducted and pro-rated on the remaining full months of employment provided that they present their dues deduction authorization cards to the business office prior to the time that their payroll information has been completed.

*Section 3. Duration*

The authorization for dues shall continue in effect during the period defined in Section 2 above, or until termination of an individual contract, or unless revoked by the employee in writing by a thirty (30) day notice to the secretary of the Board.

*Section 4. Transmission of Dues*

The secretary of the Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) days following each regular pay period together with a listing of dues deducted and transmitted.

*Section 5. Hold Harmless*

The Association agrees to hold harmless the Board, each individual Board member, all administrators and business office employees against any and all claims, cost, suits or other forms of liability and all court costs arising out of reasonable application of the provisions of this article.

*Section 6. Other Deductions*

Upon appropriate authorization from the members of the bargaining unit, the Board shall deduct from the salary of any member and make appropriate remittance for tax sheltered annuities, district related and mutually agreed upon group insurance coverages, or any other plans or programs jointly approved by the Association and the Board.

**FORM B**

**DUES DEDUCTION AUTHORIZATION FORM  
AUTHORIZATION FOR PAYROLL**

Deduction for Education Association:

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Last Name

I hereby request and authorize the Secretary of the Board of Eastern Allamakee Community School District as my remitting agent, to deduct from my earnings monthly until this authorization is revoked as provided herein, the amount to be \$\_\_\_\_\_ which amount is to be remitted for me on my behalf to the treasurer of: Eastern Allamakee Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through August from the date hereof, unless revoked in writing by a thirty (30) days notice to my employer.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**ARTICLE VIII**  
**HEALTH PROVISIONS**

**PHYSICAL CONDITION:**

*Section 1. Physical Fitness - New Employees*

All new employees will be required to have a physical examination, by a physician of his/her choice, including the items of the form for physical examinations provided by the Board. The completed form shall be filed in the Superintendent's office within thirty (30) days of initial employment. The cost of the physical will be paid up to \$50.00 by the Board.

## ARTICLE IX

### HOURS

#### Section 1. Meeting

Employees may be required to be present before or after regular working hours, as defined in Section 4 of this article, at no additional compensation. There shall be no more than one (1) before or after school faculty or other professional meetings per month and such meetings shall be limited to one (1) hour. The administration shall provide at least two (2) days notification to such meetings.

#### Section 2. Arrival

On employee contract days, when pupils are not in attendance, the superintendent shall determine arrival and departure times for all employees. However, in no instance will the day be longer than a regular school day. Employees shall be considered on duty when they enter their assigned buildings. On Fridays and days before a holiday or vacation, with the exception of in-service days or the ends of semesters/trimesters, the teachers may leave five (5) minutes following the dismissal time of the latest release.

Employees involved with extra-curricular activities will be considered on duty whenever the activity requires them to be. The supplemental pay schedule will compensate them for the additional time required beyond the regular school day.

In the event that an employee is driving a school bus for the school district, that employee shall report for duty immediately upon completion of their route and shall leave in the afternoon upon commencement of their route, however, said employee shall not be compensated for driving a school bus during the times said employee would otherwise be required to be in the building pursuant to this contract.

On the last day of the first semester and the last day of the second semester, the length of the employees work day will be the equivalent to a normal day, if students are released, to provide teachers with inservice time.

#### Section 3. Duty Free Lunch

All employees shall have a daily continuous, duty-free lunch period of at least twenty-five (25) minutes except in case of emergency. Employees may leave the building during their scheduled duty-free lunch period.

#### Section 4. Day Defined

Attendance center hours will establish an equal length work day for all members of the faculty. The workday on Monday through Thursday shall consist of eight (8) hours in length and will be from 7:45 a.m. until 3:45 p.m. The workday on Friday shall be from 7:45 a.m. until five (5) minutes following the dismissal time of the latest release.

### Section 5. Preparation Period

Within the student contact hours, employees shall, in addition to their duty-free lunch, have a daily preparation period, during which they shall not be assigned to any duties. The preparation period shall be no shorter than twenty-five (25) minutes. When a special activity such as an assembly or school-wide event occurs at the same time as the preparation period, the preparation period will be waived. Additionally, if extenuating circumstances exist regarding the availability of substitute teachers, the period will be waived.

### Section 6. Employee Work Year

#### A. School Work Year

1. The school work year shall be one hundred eighty-seven (187) days at the discretion of the board, with one and one half (1.5) of those days designated for individual classroom work time (teacher work days), and five (5) paid holidays, for a total of 192 contract days.
2. Employee attendance shall not be required when student attendance is not required due to inclement weather.

In the event, the Iowa Legislature requires the District to add one or more professional development days to the school year and provides sufficient funding to compensate teachers on a per diem basis, the District agrees it will add only the required number of professional development days and the District shall compensate teachers on a per diem basis for each day or portion thereof added to the school year.

In the event, the Iowa Legislature requires the District to add one or more professional development days to the school year and the Legislature does not provide sufficient funding to compensate teachers on a per diem basis, the parties agree that compensation for any additional days or a portion thereof shall be subject to negotiations, including all steps of the statutory impasse procedures.

#### B. Holidays

No member of the bargaining unit shall be required to perform duties on the following five (5) holidays.

Labor Day	January 1
Thanksgiving	Memorial Day
December 25	

## ARTICLE X

### SICK LEAVE

#### Section 1. Accumulated Benefits

As of the 2006-2007, 2007-2008, and 2008-2009 School Year, all employees shall be entitled to the number of sick leave days for personal illness or disability according to the following schedule:

The first year of employment . . . . .	10 days
The second year of employment . . . . .	11 days
The third year of employment . . . . .	12 days
The fourth year of employment . . . . .	13 days
The fifth year of employment . . . . .	14 days
The sixth year of employment & subsequent years. . . . .	15 days

Sick leave days shall be granted for each consecutive school year of employment as of the first day of said school year whether or not the employee reports for duty on the day. The Board may require such reasonable evidence as it may desire confirming the necessity for such leave. Unused sick leave shall be accumulated from year to year up to a maximum of 120 days. After accumulation of the 120 days, in subsequent years any days deducted for personal illness or disability shall first be deducted from days granted for that current year. Any days for the current year not so used will not be added to the accumulation. The minimum usage of sick leave shall be a half day.

#### Section 2. Notification of Accumulation

An employee may review the official accounting of personal accumulated sick leave days at any reasonable time.

#### Section 3. Extended Leave

An employee who is unable to work because of personal illness or disability, or the illness, disability, or death of a member of his immediate family, and who has exhausted all sick leave available, shall upon written request of the employee be granted a leave of absence without pay for the duration of such illness or disability of up to one year, provided a suitable replacement can be obtained. Such leave of absence may be renewed by mutual agreement between the employee and the Board. The School Board may require a certificate from a qualified physician stating the individual is capable of performing his teaching duties.

The Board agrees to continue all fringe benefits provided by this Agreement and in addition any present insurance programs in effect through Board action for the duration of said leave. Said employee shall pay the cost of such benefits.

#### Section 4. Sick Leave

The smallest unit of sick leave shall be one-half (1/2) day.



**ARTICLE XI**  
**TEMPORARY LEAVES**

*Section 1. Paid Leave (Personal)*

At the beginning of the school year, each employee shall be eligible for two (2) days, with no loss of pay, to be used at the discretion of the employee. Employees in their tenth (10<sup>th</sup>) year and beyond shall receive three (3) personal days. In the event that an employee does not use all personal leaves during the school year, said employee shall accumulate unused day(s) of personal leave that shall be added to the following year's allowable personal leave. Said personal leave shall accumulate from year to year up to a maximum of five (5) days. However, no personal leave shall ever exceed two day usage, except that one employee in the district at any one time may, upon seven (7) days prior notice to the superintendent, take three (3) consecutive days.

Said personal leave shall not be granted on the first or last day of school, nor on a day before or after a holiday unless the employee is legally required to be absent.

The request for such leave, except for a three (3) consecutive day request, will be made in writing at least one (1) day in advance except in cases of emergency. In the event that teaching positions cannot be filled by available substitutes, the superintendent may refuse the request for that reason.

*Section 2. Jury and Legal (Paid)*

Any employee called or drawn for jury duty during school hours, or who is required to appear in judicial or administrative proceeding, or who should be asked to testify in any arbitration matter, shall be provided such time.

*Section 3. Bereavement (Paid)*

Up to five (5) days of leave shall be granted at any one time in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, and any other member of the immediate household.

Employees may be granted up to one (1) day in the event of the death of a close friend or relative outside of the employee's immediate family as defined above.

In the event of the death of an employee or student in the EACS district, the principal or immediate supervisor of said employee or student shall grant employees sufficient time to attend the funeral.

*Section 4. Emergency Leave (Paid)*

Five (5) days emergency leave may be taken by an employee for serious illness in his immediate family - husband, wife, child, mother, father or in the immediate household.

In the case of unusual circumstance, the employee may request in writing additional days of emergency leave, with cost of a substitute to be deducted. Each such request for additional emergency leave will be determined by the administration and Board of Education.

## Section 5. Other Leave

### A. Academic Leave:

A leave of absence without pay of up to two (2) years may be granted to any employee, upon application, for the purpose of engaging in study at an accredited college or university related to professional education responsibilities. Upon return from such leave, fringe benefits shall not accrue and experience increments shall not accrue for placement on the salary schedule.

### B. Public Office Leave:

A leave of absence without pay not to exceed two (2) years shall be granted to any employee, upon application, for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, fringe benefits shall not accrue and experience increments shall not accrue for placement on the salary schedule.

### C. Association Leave:

A leave of absence without pay for up to one (1) year shall be granted to any employee for the purpose of serving as an officer of the State Association or its affiliates or on its staff. Upon return from such leave fringe benefits shall not accrue and experience increments shall not accrue for placement on the salary schedule.

A maximum of six (6) days total shall be available for representatives of the Association to attend conferences or conventions of the local, state, and national affiliated organization. An individual teacher shall be limited to no more than three (3) days of said six (6) days unless waived by the superintendent.

This shall be paid leave. Notice shall be given to the employee's principal at least one (1) week in advance, except in cases of emergency.

### D. Professional Leave:

Attendance at educational meetings, educational seminars or visiting schools is permitted at full pay if such absence is approved by the superintendent.

### E. Other Leaves:

Other temporary leaves of absence may be granted without pay. Request for such leave shall be submitted in writing by the member of the bargaining unit to the superintendent ten (10) days prior to the date of the desired leave.

When the employee cannot contact the superintendent or does not know of the need for such leave ten (10) days ahead of time, a shorter number of days advance notice may be granted upon the approval of the superintendent of schools.

This section, Other Leaves, will not be grievable unless the superintendent's disapproval is arbitrary and capricious.

## ARTICLE XII

### INVOLUNTARY TRANSFER

#### Section 1. Definition

The assignment of an employee to a different job classification, grade level, subject area, or building shall be considered a transfer Section 2. Use of Voluntary Request No position shall be filled by means of involuntary transfer if there is a certified and endorsed volunteer available to fill said position.

#### Section 3. Notice

Notice of an involuntary transfer shall be given in writing to employees as soon as practical and in no case later than May 1, unless resignations or other unforeseen events that would necessitate a transfer should occur after the date.

#### Section 4. Procedure

If involuntary transfer is necessary, an employee's full-time or equivalent length of service in the Eastern Allamakee Community School shall determine which employee is to be transferred, with the least senior person qualified to be transferred. In case of seniority tie, the choice will be by lot. The affected employee shall not be entitled to displace any less senior employee in the job classification, grade level, subject area or buildings he or she is transferred to. The least senior person must take the vacant position.

#### Section 5. Meeting and Appeal

An involuntary transfer shall be made only after a meeting between the employee involved and the superintendent at which time the employee shall be given written reason(s) therefore. In the event that an employee objects to the transfer on the basis of the reasons provided at this meeting, the employee may appeal the involuntary transfer at the appropriate level of the Grievance Procedure.

#### Section 6. Priority Transfer

A list of open positions in the school district shall be made available to all employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred. Employees being involuntarily transferred from their present position shall have preference over those seeking voluntary transfer in regard to choice among those positions which are vacant. An employee being involuntarily transferred shall be placed only in an equivalent position, i.e., one which does not involve reduction in total compensation, excluding the supplemental pay schedule, if such a position is available. If such position is unavailable, the employee may accept a lesser position.

## ARTICLE XIII

### VOLUNTARY TRANSFER

#### Section 1. Definition

The assignment of an employee to a different job classification, grade level, subject area or building shall be considered a transfer.

#### Section 2. Notification of Vacancies

##### A. Posting

The superintendent shall post for fourteen (14) calendar days from September 1<sup>st</sup> to May 31<sup>st</sup> and seven (7) calendar days from June 1<sup>st</sup> to August 31<sup>st</sup> in all school buildings, a list of the vacancies which occur during the school year and for the following year upon knowledge of vacancies. Notice of all vacancies shall also be posted in the teacher's workrooms in each school building, and e-mailed to three (3) Association representatives.

##### B. Filing Requests

Employee's who desire to transfer to another grade level, subject area, or geographical location, may file a written statement of such desire with the superintendent. Such statement shall include the grade level, subject area, or locations to which the employee desires to be transferred, in order of preference. Such requests must be renewed annually to be in effect.

##### C. Procedure

If more than one employee has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of seniority, certification and academic preparation. The administration shall have the ability to approve or deny a voluntary transfer request made by an employee with five (5) or less years of employment in the District.

## ARTICLE XIV

### WAGES AND SALARIES

#### *Section 1. Schedule*

The salary of each employee covered by the regular salary schedule is set forth in Schedule I and is attached hereunto and made a part thereof.

#### *Section 2. Placement on the Salary Schedule*

- A. Members of the bargaining unit employed during the 2005-06 school year and through the 2006-07, 2007-08, and 2008-09 school years are properly placed on the salary schedule index and advancement on future salary schedule indexes shall be from their 2005-2006 and through their 2006-07, 2007-08 and 2008-09 placement.
- B. New employees, including those returning to employment with the district as of the school year beginning July 1, 2006:
  - 1. A new teacher's placement on the salary schedule will be determined by the district. The minimum placement will be step one. The maximum placement will be the total years of experience for the teacher in question.
  - 2. Experience shall include teaching and/or other appropriate experience in state approved public and private elementary or secondary schools prior to employment in the Eastern Allamakee Community School District. Other work experience and military service may be included when deemed appropriate by the superintendent. Experience granted for work prior to the effective date of this contract shall be computed as one year work equals one year experience. Incidental substitute teaching will not be counted as experience. Partial year's experience will be accumulated to the equivalency of full years experience and if the final fractional year or accumulated experience is one-half of a contract year or more, rounded to the next whole year of accumulated experience.
  - 3. Lane placement on the salary schedule shall be based upon training which shall include, but not limited to NCATE approved colleges or universities and/or North Central approved schools.
  - 4. No fractional portion of either an experience or training step will be granted.

#### *Section 3. Advancement on the Salary Schedule*

- A. Employees shall advance one (1) experience step if the prior year was a full year of experience or if the fractional year of accumulated experience is one-half (1/2) of a contract year or more, until the maximum for their educational classification has been reached.
- B. Credit for years experience will be granted as of the first day of class each year. Experience that would qualify the teacher for advancement after classes begin will be applied to the contract for the following year.
- C. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he shall file suitable evidence of additional credit which is approved by the

superintendent of schools as suitable for his/her assignment, no later than September 1 of the contract year. Such approval shall not be arbitrarily denied. Credits accumulated after September 1 shall not apply to lane change until the following year.

- D. No fractional portion of either an experience or training step will be granted.
- E. Each employee eligible for Phase II salary shall receive payment according to an index schedule based upon experience and education. Should funding for the Phase II portion of the base be withdrawn as a portion of state generated funding, the parties agree to reduce the base by the amount of Phase II funding reduced.
- F. Two (2) year contract with monetary for second year being increment for step on schedule and adjustment factor for those faculty that fall between steps said adjustment to be upwardly adjusted.
- G. Each employee eligible for Teacher Quality Compensation monies shall receive payment according to an index schedule based upon experience and education. \$48,000 of the Teacher Quality Compensation monies are built into the salary schedule. Should the \$48,000 funding for the Teacher Quality Compensation portion of the base be completely withdrawn as a portion of the state generated funding, the parties agree to an employee step freeze on the salary schedule for the following year. In addition, any new and additional Teacher Quality Compensation monies above the \$48,000 received from the state will be distributed equally among the employees. In the event that 20% (\$9,600) or more of the Teacher Quality Compensation money is reduced by the state, that amount will be calculated as part of the total percent package settlement for the following bargaining year.
- H. Employees who teach one or more college level courses shall receive additional payment in the amount equal to a step increment

#### Section 4. Method of Payment

- A. Each employee shall be paid in twelve equal installments on the 20th day of each month. Employees shall receive their checks at their regular buildings on regular school days.
- B. When pay date falls on or during holidays, vacation, or weekends, employees shall receive their paycheck on the last previous working day.
- C. Summer checks, other than for summer school teachers, shall be mailed on or before the 20th of the month to the address designated by the employee or deposited in the local bank, (Kerndt Brothers Savings Bank, Lansing or New Albin Savings Bank, New Albin) designated by the employee or they may elect to personally pick up their check on the due date.

#### Section 5. Supplementary Pay Schedule and Extended Work Load

- A. Employment in extra-curricular activities which extend beyond the regularly scheduled school day shall be compensated according to the pay in Article XVII, Supplementary Pay Schedule, which is attached hereunto and made a part thereof. Resignation from extra-curricular activities shall be accepted if a suitable replacement is approved by the Board of Education. Employees covered by Senate File 2215 enacted by the 70th General Assembly shall be accorded the rights contained in said legislation.

- B. Except for those duties which are specified in the supplementary salary schedule, all employees for evening and weekend assignments will be paid \$25.00 per assignment at home and \$25.00 per assignment away from home. Payment will be made in the monthly check for all vouchers received prior to the 10th day of the month.

If sufficient volunteers are not available, employees may be assigned these paid duty (duties) with other employees. The order of assignment will be high school teachers, junior high teachers, then elementary teachers.

Such extra-pay assignments shall include, but not be limited to: athletic events--scorers, timekeepers, announcers, officiating personnel, ticket takers/sellers, chaperones--pep buses, school trips that exceed the regular school day by one hour, school dances, and appointed coaching substitutes.

- C. If an employee is assigned only a part of an activity described in the index, the index may be assigned to correspond to that part
- D. When insufficient student interest makes an activity impractical, the activity shall be abandoned and no extra-compensation granted. In the event that an employee has received some compensation for an activity he will not be required to refund said compensation for the period prior to such termination. His or her payment for this activity shall abate upon the date of its termination.
- E. The Board reserves the right to define the program content in all of the above areas.
- F. Application of the Supplemental Pay Schedule, Article XVII, shall not cause reduction in a pay scale.
- G. If/when a coach, advisor or sponsor carries a double assignment in the same span, he/she will be paid the higher of the assignment plus 50% of the second assignment.

#### Section 6. Fringe Benefits

A. Health and Major Medical

Each eligible employee shall have a choice of single coverage, family coverage for health and major medical or may waive the protection, thus eliminating the school district's obligation to provide said coverage.

1. For single coverage, the Board shall pay 100% of the single rate deductible for Plan I and 100% of the single premium for Plan I for eligible employees (i.e. fully funded). The District will deposit the deductible amount into a Health Savings Account for the employee.
2. For family coverage, the Board shall pay the amount equal to 100% of the single rate deductible for Plan I and 100% of the single premium for Plan I, thereof, with the remainder of the family premium to be a payroll deduction each month.
3. When two family members are employed by the district, they may opt for family coverage. When each is eligible for coverage, the Board will contribute the value of the two fully funded single coverages of Plan I towards the cost of a family plan, with the remainder of the premium to be deducted from the salary of the family member designated. The District will deposit the deductible amounts for both employees into a

Health Savings Account.

4. Health insurance will be by mutual agreement of the Board and Association. The coverage will include chiropractic services.
  5. The District shall fully fund Plan I for each employee. If an employee chooses an alternative plan (i.e. A, B, C, D, E, F, G, or H) the remainder of the premium will be deducted from the employee's monthly payroll. If the employee is ineligible for the Health Savings Account, the District shall pay the single rate deductible amount in monthly payments (less the amount to cover FICA and IPERS), or the employee may opt for a tax sheltered annuity (TSA) from a company of their choosing.
- B. Life Insurance
- Each eligible employee shall be covered by a term life insurance program paid for by the Board of Education that provides a minimum death benefit of \$10,000, double for accidental death. Disbursement: \$5,000 for loss of one hand, foot or sight in one eye, \$10,000 for loss of more than one of the above. Accidental death and dismemberment benefits are occupational. Coverage reduces by 50% at age 65 and terminates at age 70.
- C. Dental Insurance
- Each eligible employee shall have a choice of single coverage, family coverage, or may waive the protection eliminating the school district's obligation to provide such coverage. For the 2006-07, 2007-08, and 2008-09 school year, the Board will pay up to \$17.00 toward the purchase of such coverage.

*Section 7. Coverage*

The Board provided insurance programs shall be for twelve (12) consecutive months, beginning October 1 and ending September 30 of each year. Employees new to the district shall be covered by Board-provided insurance the first day of the month following the first day of work only if requested in writing and one month's premium is paid by the employee prior to the start of school. Otherwise, the first month's coverage will be provided for the month of October so as to enable the school district to collect the first month's premium from the employee's September 20 check in advance.

*Section 8. Descriptions*

The Board shall provide each employee a description of the insurance coverage provided upon receipt of the material from the insurance carrier.



**ARTICLE XV**  
**2006-07 through 2008-09**  
**SALARY SCHEDULE**

STEP	BA DEGREE	BA+15	MA DEGREE	MA+15
1	24500	25500	26500	24,920
2	25500	26500	27300	28100
3	26500	27300	28100	28900
4	27300	28100	28900	29700
5	28100	28900	29700	30500
6	28900	29700	30500	31300
7	29700	30500	31300	32100
8	30500	31300	32100	32900
9	31300	32100	32900	33700
10	32100	32900	33700	34500
11	32900	33700	34500	35300
12	33700	34500	35300	36100
13	34500	35300	36100	36900
14	35300	36100	36900	37700
15	36100	36900	37700	38500
16	36900	37700	38500	39300
17	37700	38500	39300	40100
18	38500	39300	40100	40900
19	39300	40100	40900	41700
20	40100	40900	41700	42500
21	40900	41700	42500	43300
22	41700	42500	43300	44100
23	42500	43300	44100	44900
24	43300	44100	44900	45700
25	44100	44900	45700	46500
26	44900	45700	46500	47300
27	45700	46500	47300	48100
28	46500	47300	48100	48900
29	47300	48100	48900	49700
30	48100	48900	49700	50500
31	48900	49700	50500	51300
32	49700	50500	51300	52100
33	50500	51300	52100	52900

**Year 1:**

BA Step 1 \$24,500  
BA Step 2 \$25,500  
BA Step 3 \$26,500  
\$800 step/lane increase  
Those on longevity receive two (2) steps

**Year 2:**

BA Step 1 \$24,500  
BA Step 2 \$25,500  
BA Step 3 \$26,500  
\$800 step/lane increase

**Year 3:**

BA Step 1 \$24,500  
BA Step 2 \$25,500  
BA Step 3 \$26,500  
\$800 step/lane increase

On the third Friday in September in the year 2008, if the student head count (K-12) is from 433 to 438 students, teachers will be issued a check for the gross amount of \$250 with their December payroll. If the student head count is 439 students or more, checks in the gross amount of \$250 each shall be issued with the December and with the June payrolls.

**XVI**  
**SUPPLEMENTAL PAY SCHEDULE**

Generator Base \$26,500  
Varsity coach 9% of generator  
Assistant coach/JV 7% of generator  
Jr. High/Middle School 5% of generator

**Coaches/Sponsors**

No one takes a cut in year one. Year two and three all receive a 4% raise.

## ARTICLE XVII

### AVERAGE PER HOUR PER DIEM

#### Section 1. Phase III

All employees who voluntarily agree to extended or work duty caused by Phase III, shall receive a salary based on the average teachers per hour per diem of the 2006-07 thru 2008-09 contract. Payment will be made with the regular payroll which follows the completion of the extended work duty the employee is involved in.

Any agreement reached under Phase III of House File 499 that impact on the mandatory subject of bargaining, including but not limited to entitlement or receipt of wages, upon agreement shall be an amendment to the 2006-07 through 2008-09 Collective Bargaining Agreement.

## ARTICLE XVIII

### COMPLIANCE CLAUSE AND DURATION

#### Section 1. Compliance Between Individual Contracts and Comprehensive Agreement

Any individual contract between the Board and an individual employee, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### Section 2. Severability

If any provision of this Agreement, or any application of this Agreement, to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and substantive, except to the extent permitted by law. Should any article, section, or clause of this Agreement be declared illegal by a court, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law.

#### Section 3. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format, and after the Agreement is signed. The Agreement shall be presented to all employees now employed, and when hereafter employed.

Prospective employees shall have the opportunity to review this Agreement. The Board shall also provide the Association with four (4) additional copies.

#### Section 4. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter or telegram at the following designated address or at such other address as may be designated by a party in written notification to the other party.

- A. If by the Association, to the Board at the Superintendent's Office, EACS, Lansing, Iowa 52151
- B. If by the Board, to the Association this address will be furnished to the Secretary of the Board annually.

#### Section 5. Duration Period

This Agreement shall be effective as of July 1, 2006, and shall continue in effect for a three-year period through June 30, 2009.

#### Section 6. Maintenance

In the event that any agreement in effect at the execution of this contract is inadvertently omitted in printed versions, such language or understanding shall be properly placed in the contract.

Section 7. Signature Lines

This Agreement is made this 10th day of April of 2006.

In Witness Whereof, the parties have executed this Agreement as follows:

Arle R Wagner

EAEA President

6-6-06  
Date Signed

Mark Brun

EACS Board President

6-8-06  
Date Signed

Side Letter Agreement:

**TEACHER QUALITY BILL WAGES:**

The District will agree to pay teachers consistent with the provisions of the Teacher Quality Bill. Distribution will occur when the District receives the money from the state. If the District does not receive state funding to support the increased wages provided for in the bill, the District will not be obligated to pay teachers consistent with the salaries defined in the Teacher Quality Bill.

**MENTORING PROGRAM:**

The mentoring program will be administered consistent with the district plan submitted and approved by the Department of Education. The mentoring program, and the wage associated with that program, is based upon the legislature's continued funding and support of the program. If state funding or support is withdrawn, the district will not be obligated to continue the mentoring or pay the wages to mentors in the program.